



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNDC, RPP, FF

### Introduction

This hearing dealt with an application by the tenant for a monetary order and an order for the return of her personal property. Both parties participated in the conference call hearing.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Is the tenant entitled to an order that the landlord return her personal property?

### Background and Evidence

The tenant testified that on or about November 15, the landlord illegally entered the rental unit in which she had exclusive use of a bedroom and shared the remainder as common property and advised her that she must vacate the unit. The tenant testified that she asked for time to pack her belongings and the landlord agreed that she could have some time to pack. She returned to the rental unit the following day and saw that her belongings had been packed in plastic bags. She could not find her telephone or some of her other items and alleged that her clothes were damaged. The tenant further testified that this summary eviction impacted her schooling and caused her to fail her courses that semester. The tenant seeks to recover the items which were lost and \$5,000.00 in damages which represents the value of her damaged clothing and her tuition costs.

The landlord testified that the tenant's friend had moved into the rental unit without having paid a security deposit or rent and that she had brought a dog. The landlord stated that he spoke with the tenant and her friend and they agreed that they would vacate the rental unit on the afternoon of November 15 and that the landlord would return to the tenant half of one month's rent for November and her security deposit less \$200.00 which would cover damage caused by the friend's pet and the cost of cleaning.

The landlord stated that he packed the belongings of the tenant's friend, but that the tenant had packed her own belongings.

The tenant acknowledged that the landlord returned half a month's rent and the security deposit less the aforementioned deductions but testified that she accepted the cheque because she needed money at the time.

### Analysis

The tenant bears the burden of proving her claim, which means she must show that it is more likely than not that the landlord illegally evicted her and that this eviction resulted in the losses claimed. The landlord's explanation that the parties mutually agreed to end the tenancy and that the tenant packed her own belongings is just as believable as the tenant's account. I find that the tenant has failed to meet the burden of proving her claim and accordingly I dismiss the claim.

### Conclusion

The claim is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 24, 2011

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Residential Tenancy Branch